NXX. BellSouth's service representatives, by contrast, have the capability to perform all these functions.

84. **Customer Service Record ("CSR") Data.** Although the Interconnection Agreement explicitly entitles AT&T to have access to CSRs, BellSouth did not provide such access until June 1997.[56] Even with such access, the data in the CSR, as it currently appears via LENS, is unnecessarily difficult to use. The data pieces are strung together as a block of data without identifying separation or explanation, and some of the information in the CSR appears as USOC codes. In order for CLECs to be able to use this data in their operations -- as they must -- the data must be reformatted, and knowledge of the USOC codes used in LENS is required.

85. Because of these problems, AT&T requested BellSouth to enter the data on the CSR in the format specified by the Ordering and Billing Forum ("OBF") as the industry standard for the blocking of data. AT&T also requested a guide to the USOCs used by BellSouth in LENS. BellSouth, however, refused the request, stating that the CSR data is stored in the same way on its own OSSs. Instead, BellSouth stated that AT&T could contact BellSouth whenever a problem arose.

86. Even if CSR data is stored in the same way on BellSouth's own systems, the refusal of BellSouth to honor AT&T's requests denies AT&T parity of access. When a BellSouth representative has a customer on the line, the information in the CSR that is necessary to

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[56] See Interconnection Agreement, Att. 15, § 7.1.1 (providing that AT&T may gain access to CSRs by issuing a blanket letter of authorization to BellSouth).

complete the order is automatically populated to that order. CLECs do not have that same capability, since they do not have the BellSouth specifications that are needed to decode the data.

87. **No Notice Of Changes In the System.** LENS is a proprietary system, the design of which is owned and controlled by BellSouth. Because such a proprietary system is not required to conform to any industry standards or guidelines, BellSouth can -- and regularly does -- make changes in its system unilaterally, without prior notice to LENS users.

88. When BellSouth makes a change in its own legacy systems, its retail operations are not disrupted, because its customer service representatives are notified and trained in advance of the changes, if necessary. By contrast, CLEC representatives typically have not been advised of changes to LENS in advance of their implementation. In fact, BellSouth does not have reliable procedures in place for notifying CLECs of such changes promptly even after their implementation. Although such changes are incorporated into the LENS User Guide, CLECs typically have not received the new version of the guide until weeks after the change has occurred.

89. Mr. Stacy claims that "BellSouth publishes to the CLECs advance notice of major release systems changes, as was done in September announcing the October 6, 1997 release's new features." Stacy OSS Aff., ¶ 136. However, the publication date of the LENS User Guide is stated as September 20, 1997, while the cover letter accompanying the Guide indicates that it was not sent to CLECs until October 6, 1997 -- the same day BellSouth implemented its "major release systems changes." See Stacy OSS Aff., Exh. WNS-48. The BellSouth cover letter

further advised recipients that an electronic version of the updated Guide would not be available on the Internet until October 13, 1997 -- one week after the new release was implemented. Id. In fact, to date AT&T has never received a paper copy of the updated LENS User Guide. As has been typical of AT&T's experience with BellSouth, the first notice AT&T received of this major release was through a regulatory proceeding.

90. Apart from the fact that AT&T (and presumably other CLECs) did not in fact receive "advance notice," Mr. Stacy's suggestion that a BOC satisfies its obligations by giving just a few weeks advance notice of "major release systems changes" is ludicrous. Typically, when major systems changes are made, the parties using those systems receive detailed information regarding the systems changes at least several months in advance, so that they can make necessary modifications to their own systems and methods and procedures to adapt to the changes.

91. Nor are the "release notes" on LENS of much assistance in advising CLECs of new developments. The notes are basically one-line descriptions of new features or services available on LENS. Moreover, the release notes only notify CLECs of changes after they have occurred.[57] BellSouth does not use its release notes to provide CLECs with advance notice of an

[57] Even a recent letter by BellSouth advising AT&T of changes in LENS was written after the changes were implemented. See letter from Greg Kirby (BellSouth) to Cindy Clark (AT&T), dated November 4, 1997 (Attachment 58 hereto) (advising AT&T of changes effective November 1). Moreover, the letter advised AT&T of two changes (regarding due date algorithms and the CLT/RLT USOC) that were not listed in the LENS release notes or on the BellSouth Website. Compare id. with Attachments 59 and 60, infra.

upcoming change.[58]

92. Although BellSouth occasionally posts notices on its Website (it has done so on only three occasions to date), these notices generally are sketchy and omit important details.[59] BellSouth has no mechanism to inform CLECs of the posting of new notices, nor does it always send the notices to CLECs directly.

93. The lack of advance notice of changes in LENS puts CLECs at a severe disadvantage in comparison to BellSouth's own retail operations, particularly in view of the numerous unilateral changes that have been made -- and will continue to be made -- to LENS by BellSouth. Without knowledge of the changes, a CLEC is likely to experience considerable disruption and expense in its operations.

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94. In the face of LENS' deficiencies, Mr. Stacy's attempt to portray LENS as

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[58] A copy of all LENS release notes, as they appear on LENS, is attached hereto as Attachment 59. LENS also has no mechanism for advising a CLEC that a new release note has been issued. Thus, a CLEC will learn of such changes only by checking the release notes periodically. In addition, as previously indicated, the release notes contain no information about changes in LENS other than generalized descriptions of new services that can be ordered on that interface. They do not indicate how a CLEC is to implement a change, including how to access a new service. Even the descriptions are often unreliable and contain wrong service availability dates.

[59] A copy of BellSouth's Website notices is attached hereto as Attachment 60. BellSouth has now adopted a policy that it will no longer mail paper copies of notices posted on its Website -- ignoring the fact that it has no mechanism to advise CLECs that such posting has occurred. See Memorandum from BellSouth to All Interexchange Carriers and Competitive Local Exchange Carriers, dated September 17, 1997 (Attachment 61 hereto).

somehow superior to BellSouth's systems is untenable. See Stacy OSS Aff., ¶ 12. In any event, his argument misses the point. I do not dispute his assertion that a BellSouth representative must use RNS for most types of residence orders, and DOE for business customers. Parity, however, does not exist by virtue of the greater number of interfaces used by BellSouth, as opposed to those used by a CLEC; the issue is whether a CLEC representative has the same degree of access to the BellSouth systems, including BellSouth's legacy systems, as a BellSouth sales representative, such that CLEC customers could have the same experience as BellSouth customers when they order service.[60]

95. BellSouth's own representatives are not required to perform pre-ordering functions separately from ordering functions, because BellSouth has integrated in its own ordering systems the retrieval of the information that CLECs must obtain from BellSouth in the pre-ordering process. Thus, when an existing BellSouth customer calls a BellSouth agent to request a change in service, and the customer advises the representative of its telephone number, BellSouth's systems automatically initiate a service order screen, with all necessary CSR data

[60] Mr. Stacy similarly misses the mark in attempting to establish that there is parity in the availability of products and services by offering copies of the products and services main menu screens as they appear on RNS, DOE, SONGS, and LENS. Stacy OSS Aff., ¶ 27 & Exhs. WNS-11 to WNS-13. Although a requirement of parity is that the CLEC be able to order the same range of products and services as BellSouth, parity also requires that (for example) in ordering those products and services CLECs have access to the same editing functions and business rules as BellSouth. Otherwise, BellSouth cannot meet the critical requirement that CLECs and their customers have the same experience in pre-ordering as the sales representatives and customers of BellSouth.

populated into that order. When a customer calls BellSouth asking for a new connection, the BellSouth representative performs an address validation, and the BellSouth system then assigns a new telephone number as desired by the representative. BellSouth has not provided CLECs with the interfaces and specifications needed to replicate these capabilities in their systems. Thus, contrary to Mr. Stacy's assertions, pre-ordering transactions using LENS are distinguishable from, and inferior to, pre-ordering transactions conducted by BellSouth, from both a customer and business perspective.[61] See Stacy OSS Aff., ¶ 9.

96. Even leaving aside BellSouth's capability of automatically populating its service orders, CLECs cannot obtain all of the same information via LENS in the pre-ordering process that BellSouth can obtain through its systems. Information from the address validation function is but one example.[62] In short, Mr. Stacy's focus on the number of systems cannot mask

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[61] Nor is there any basis for Mr. Stacy's assertion that "the fact that the industry standardized an ordering interface first and separate from the pre-ordering interface . . . presupposes the integration is the responsibility of the CLEC." Stacy OSS Aff., ¶ 68. The timing of industry standards says nothing about whose "responsibility" it is to integrate the interfaces. BellSouth is solely responsible for its decision to adopt LENS as its pre-ordering interface and not to integrate it with its EDI ordering interface, particularly because it made that decision unilaterally and refused to consult with AT&T or other CLECs. BellSouth's attempt to blame its failure to integrate its interfaces on the timing of industry standards also ignores the fact that AT&T and other CLECs have been among the most vocal proponents of industry standard interfaces, often against the opposition of many RBOCs .

[62] BellSouth's RNS system displays driving instructions and a neighbor's phone number, and its DOE and SONGS systems provide the identification of the serving central office NXXs. LENS does neither. Mr. Stacy admits that RNS shows driving instructions, but suggests that the inability of LENS to display similar information is justified because the proliferation of 911 services have made the use and updating of such information unnecessary. Stacy OSS Aff., ¶ 18.

the simple fact that LENS does not provide parity of access.

* * *

97. Although the aforementioned problems occur in the Inquiry Mode of LENS, they will not be solved by using LENS' Firm Order Mode, which Mr. Stacy cites as an alternative means of performing pre-ordering functions in that interface.[63] Stacy OSS Aff., ¶ 11. In reality, the Firm Order Mode addresses only three of these problems, and creates several other new ones.

98. The use of LENS in the Firm Order Mode would possibly have three advantages not enjoyed if one uses the Inquiry Mode: (1) the user would be able to obtain a calculated due date from DSAP (for those limited products and services that can be ordered through the LENS Firm Order Mode); (2) the user would not be required to validate the customer address after performing each pre-ordering function; and (3) the user would not be subject to the

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However, driving instructions continue to be necessary today in many rural areas even where houses are assigned telephone numbers. Mr. Stacy cites no support for his suggestion that BellSouth can deny functionality to a CLEC whenever it unilaterally deems that functionality to be "rarely used."

LENS also does not provide complete product and service information as a pre-ordering interface. Although LENS provides availability status, availability date, and tariff notes for some services, such information is not available for services like "ESSX" and "MultiServ." BellSouth represented at one point that information for the latter services was available on LENS, but this information could not be retrieved during LENS demonstrations that I attended on May 5 and 13, 1997. Instead, after several minutes of waiting for the information, LENS had to be shut down and restarted. It now appears that BellSouth "solved" its problem simply by removing the information from LENS.

[63] The Inquiry Mode of LENS is designed to perform only pre-ordering functions. LENS' Firm Order Mode includes both pre-ordering and ordering capabilities.

restrictions on telephone numbers. However, all of the other aspects of LENS denying parity of access, including the requirement of dual data entry, would exist in the Firm Order Mode.

99. In addition, use of the Firm Order Mode of LENS for pre-ordering would create other disadvantages for CLECs. In contrast to the Inquiry Mode, which allows users to perform functions in a random sequence, the Firm Order Mode requires users to perform the functions in a required sequence through dozens of screens, as if they were placing an order -- thus requiring them to use even more screens. Furthermore, the Firm Order Mode allows users to perform pre-ordering functions only for those products, services, and transactions that can actually be ordered through that mode -- which, as I describe in Attachment 19, is a far smaller range than that available through the Inquiry Mode of LENS.[64]

100. Use of the Firm Order Mode also would offer little benefit to CLECs which, like AT&T, will ultimately use EDI as their actual ordering interface. Such users would be required to (1) complete the entire pre-ordering and ordering transactions in the Firm Order Mode, (2) then abort the LENS order (at which point the due date and telephone number would be canceled), and (3) then enter the order into EDI. Such a procedure is both cumbersome and counterproductive. Use of the Firm Order Mode could also cause greater customer

[64] For example, a user operating LENS in the Firm Order Mode could not perform pre-ordering transactions for an order to add a feature, because LENS does not have the capability for transmitting such an order. In addition, the Firm Order Mode could be used to order only 8 families of services -- not to order the additional 106 families of services that are displayed in the Inquiry Mode. See Attachment 19.

dissatisfaction than using the Inquiry Mode, due to the lack of integration of LENS with EDI. Because a CLEC using EDI must translate and re-type the pre-ordering information into the EDI service order, the due date and telephone number obtained via the Firm Order Mode could become unavailable by the time that the CLEC's order is processed by the BellSouth OSS.[65] In those circumstances, the CLEC will need to re-contact the customer and advise it that the previously-assigned due date and number, on which the customer has probably already begun to rely, are in fact not available. The result will be customer dissatisfaction and even cancellation of the order by the customer.

101. A number of the shortcomings of the Firm Order Mode will have a limited

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[65] Although in theory new entrants operating in LENS' Firm Order Mode have access to DSAP to obtain due dates for EDI orders, it would not be practical to do so. To obtain access to DSAP, which is the last step before submitting a LENS order to BellSouth, a new entrant would be required to go through dozens of steps. Even if those steps were completed, the due date that was obtained might be changed by BellSouth before the EDI order was received, because LENS reserves due dates only for those orders actually submitted via LENS. Moreover, BellSouth has not shown that the calculated due dates will be accurate. For example, at the "demonstration" of LENS conducted by BellSouth before the Louisiana PSC in August 1997, the DSAP-calculated due date for a migration order was listed as the following day when LENS was operated in the Firm Order Mode -- even though BellSouth's established policy is to complete such orders on the same day where, as was the case during the demonstration, the order is submitted prior to 3:00 p.m. BellSouth admitted that the due dates on its Firm Order Mode are erroneous, but simply promised to correct the problem. In fact, BellSouth advised CLECs on September 2, 1997 that BellSouth was "re-evaluating" the due date function of the Firm Order Mode of LENS, because CLECs using that mode to place Migration As Specified orders or orders for new installations "may not always be calculating the correct due date for those order types for some locations." See letter from J.M. Baker (BellSouth) to CLEC customers, dated September 2, 1997 (Attachment 20 hereto). Although Mr. Stacy asserts that the problem has been corrected (Stacy OSS Aff., ¶ 36), he offers no proof that this is so.

impact on the smaller CLECs for whom, as Mr. Stacy has previously admitted, the ordering capability of LENS was designed.[66] For small CLECs, the limited range of products and services on LENS may be suitable; instances where they are required to order other products and services may be rare, and sending orders for them by facsimile may therefore be less of a burden. For larger CLECs like AT&T, however, which will account for the overwhelming majority of CLEC orders, the burdens of the Firm Order Mode are too substantial to utilize it; instead, they will use LENS' Inquiry Mode and submit orders through EDI. In other words, BellSouth has made the pre-ordering mode that most CLECs will use on LENS even more burdensome than the manual method that will be used by the smaller carriers.

102. Given the deficiencies of LENS in either of its modes, Mr. Stacy ignores reality in asserting that "CLECs using LENS are capable of pre-ordering interactions that are, from the customer's perspective, indistinguishable from pre-ordering interactions with BellSouth." Stacy OSS Aff., ¶ 9. A customer, for example, will notice the delay caused when a CLEC representative, using the LENS installation calendar, must pause to calculate the next available due date (rather than be automatically advised of that date, as are BellSouth's representatives). A customer will notice the delay experienced when the CLEC representative determines from LENS that the CLEC has no reserved numbers available, and must therefore call BellSouth for additional

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[66] See Attachment 13, Deposition of William N. Stacy taken August 14, 1997, in Docket No. 960786-TL (Fla. PSC), pp. 55-56 ("We did, for the small carriers, produce the integrated solution called LENS that includes both ordering and pre-ordering believing that some of the small carriers would not want to adapt to their systems or commit to [the EDI] work effort on their own").

numbers. A customer will notice the delay experienced when CLEC representatives using EDI for ordering must pause and translate a customer's service USOC to English when confirming customer-desired features. These and other delays are not experienced when a customer calls a BellSouth representative, who has access to an automated, fully integrated system.

103. For these reasons, Mr. Stacy's sweeping assertion that "[f]or each [pre-ordering] function, LENS accesses exactly the same data, updated at the same times, as [the] RNS, DOE and SONGS" systems used by BellSouth's retail representatives is incorrect and highly misleading. Stacy OSS Aff., ¶ 13. CLECs using LENS in either the Inquiry Mode or the Firm Order Mode do not have access to the same data as BellSouth's retail representatives, nor do they enjoy the same functionality and ease of use of the pre-ordering system. LENS simply does not provide parity of access in pre-ordering.[67]

b. In View of BellSouth's Recent Decision Not to Comply With The Mutually Agreed-Upon Specifications For the Permanent Pre-Ordering Interface, It Is Unlikely That the Pre-Ordering Interface Scheduled For Implementation In December Will Provide Nondiscriminatory Access.

104. Until recent months, AT&T believed that the permanent pre-ordering interface, which the Interconnection Agreement requires to be implemented by December 31, 1997, based on mutually-agreed specifications, had the potential for providing

[67] Attachment 21 to my testimony compares LENS' pre-ordering functionality in the Inquiry Mode with that in the Firm Order Mode.

nondiscriminatory access.[68] BellSouth, however, has now reneged on some of the specifications to which it previously agreed. Unless BellSouth reconsiders and adheres fully to the specifications, even the permanent pre-ordering interfaces will not provide parity of access.

105. Based upon the language in AT&T's Interconnection Agreement, and the movement of the industry toward adoption of standards for pre-ordering,[69] AT&T believed -- until just recently -- that the pre-ordering interface scheduled for implementation in December would not be LENS, or any variation of LENS. In contrast to the permanent pre-ordering interface required by the Agreement, LENS is not an "electronic interface," requires substantial

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[68] Mr. Stacy, understandably, does not rely on the "interim" pre-ordering interfaces that BellSouth has agreed to provide to AT&T under the Interconnection Agreement until the "permanent" electronic interfaces are operational. Interconnection Agreement, Att. 15, § 4.5. The "interim" interfaces clearly do not provide nondiscriminatory access to BellSouth's OSS for pre-ordering. First, the interim pre-ordering interfaces offered by BellSouth require substantial manual intervention. With respect to appointment scheduling, the Agreement requires BellSouth to provide "paper standard interval guidelines." Id. Similarly, the interim pre-ordering interfaces offered in the Agreement provide access to CSRs only pursuant to a three-way telephone call between the customer, the AT&T representative, and a BellSouth representative, or by a facsimile exchange of the customer's letter of authorization. Id. Even under LENS, access to CSRs is far easier because it can be obtained simply by submitting a blanket letter of authorization. Second, like the LENS pre-ordering functionality, the Agreement limits AT&T to a defined block of 100 telephone numbers per NPA-NXX for its sole use, precluding AT&T from satisfying its customers' request for special numbers (such as contiguous blocks of numbers or vanity numbers) without the manual intervention of a BellSouth service representative. Id., § 28.1.1.4 & Att. 15, § 4.5. See ¶¶ 58-65, supra. The deficiencies in these "interfaces" are thus, if anything, even greater than those in LENS. It was for that reason that AT&T advised BellSouth that it would be using LENS as its pre-ordering interface until the permanent pre-ordering interface specified in the Agreement become available.

[69] See ¶ 38 & fn. 26, supra.

human intervention, and is not based on industry standards. The Agreement itself recognizes that LENS is only an interim pre-ordering interface. Id., Att. 15, § 4.5.1.

106. Furthermore, in March 1997 AT&T and BellSouth agreed to specifications regarding the necessary capabilities for the permanent pre-ordering interface that would have eliminated the current defects of LENS which deny parity of access. The specifications, for example, give AT&T the ability: (1) to obtain a firm calculated due date at parity with the due dates BellSouth provides to itself; (2) to receive CSR information in such a way as to use it to populate AT&T's systems and databases; and (3) the ability to obtain parity access to telephone numbers, thus negating the above-described 100 number/5 percent limitation. Until July 1997, BellSouth gave AT&T every reason to believe that it would abide by these specifications.

107. In July 1997, however, BellSouth for the first time advised AT&T -- without prior consultation and without the agreement of AT&T -- that it will not comply with these specifications. Instead, BellSouth now plans to provide a pre-ordering interface that will essentially offer only the functionality currently available in LENS.[70] As described by BellSouth, this permanent interface will eliminate the need for dual data entry, because the interface will be capable of being integrated with the permanent EDI ordering interface, assuming that BellSouth provides AT&T with the specifications and business rules necessary to implement the integration on AT&T's side of the gateway. However, as contemplated by BellSouth, the permanent pre-

[70] Thus, Mr. Stacy's statement that "BellSouth is developing a machine-to-machine [pre-ordering] interface designed to AT&T's specifications" is highly misleading. Stacy OSS Aff., ¶ 42.

ordering interface will contain defects currently in the LENS interface that deny parity of access. CLECs using EDI for their ordering interface will still be unable to obtain firm, calculated due dates, or to reserve telephone numbers beyond the current limitations. CLECs will still have difficulty in parsing data on customer service records. Each of these deficiencies will put CLECs at a distinct competitive disadvantage, since CLEC customers will experience increased order placement time, service delivery time, and error rates that BellSouth customers do not encounter. See ¶¶ 56-61, 65-76, 84-86, supra.

108. BellSouth's refusal to provide direct access to the essential functionality of DSAP in the pre-ordering interface, which enables CLECs to obtain calculated due dates and appointments, is particularly unjustifiable. AT&T has prepared all of the data elements that are necessary to allow a CLEC direct access to DSAP in that interface. BellSouth, however, has responded that its systems are incapable of providing such access. That explanation is implausible, given that BellSouth's own systems currently provide such access to its own customer sales representatives.

109. AT&T has objected to BellSouth's decision regarding the permanent pre-ordering interface. AT&T has advised BellSouth that the inability to obtain calculated due dates on that interface is by itself a denial of parity. BellSouth, however, simply confirmed that under the permanent pre-ordering interface AT&T will continue to lack access to DSAP.[71] It has also

[71] Copies of correspondence between AT&T and BellSouth regarding the due date issue are attached to my testimony as Attachment 22.

confirmed that it intends to continue to apply the existing restrictions on telephone numbers.

110. If BellSouth's permanent pre-ordering interface did not include the above-described deficiencies with respect to due dates, telephone number reservations, and CSRs, that interface (if designed pursuant to the agreed-to specifications) would -- at least in theory -- offer the possibility of parity of access. However, if BellSouth continues down its stated path, nondiscriminatory access will not be possible even in the long run.

2. Ordering and Provisioning

111. When a customer requests local service from AT&T, the AT&T representative must be able to identify the services and features that the customer wants, record how the customer wishes its directory listing to appear in the directory assistance bureaus and white pages, subscribe the customer to a primary interexchange carrier ("PIC"), confirm the scheduling of any necessary premises work, and define any customer blocking requirements (e.g., 900 numbers and collect calls). The ordering interface must therefore permit AT&T to record, transmit, and review this information accurately and promptly to BellSouth, such that AT&T's orders are given the same priority and treatment as BellSouth's orders.

112. Similarly, parity requires that the interface for the provisioning of service allow the installation of new service or change of local service to occur as swiftly and reliably as the provisioning of service to BellSouth's retail customers. The interface must inform AT&T of order jeopardy or special handling requirements, order status, and order completion as quickly and accurately as BellSouth receives such information through its systems. As the Commission

has noted, such notices play a "critical role" in a CLEC's ability to keep its customer advised of such matters as installation dates and to modify a customer's order prior to completion, if necessary. Ameritech Michigan Order, ¶ 186.

113. Although the SGAT identifies no ordering and provisioning interfaces, Mr. Stacy asserts that BellSouth provides resellers with ordering and provisioning capabilities through the EDI interface. See Stacy OSS Aff., ¶ 53. He further suggests that LENS is available as an alternative. Id., ¶ 57. Neither of these interfaces, however, provides resellers with the same ordering and provisioning capabilities that BellSouth enjoys in dealing with its own customers.

a. EDI

114. The version of EDI currently offered by BellSouth to AT&T as an ordering interface -- "Phase I EDI" -- does not provide parity of access to BellSouth's OSS. Although preferable to LENS, BellSouth's EDI interface is not capable of providing fully electronic processing and does not provide CLECs with the same range of ordering capability, integration to BellSouth's legacy systems, and functionality that is available to BellSouth itself in performing the same ordering functions in its retail operations.

115. As Mr. Stacy states, EDI is the electronic interface sanctioned by the Ordering and Billing Forum ("OBF") for local service requests. Although the SGAT does not mention EDI (see SGAT, p. 7), BellSouth's Ordering Guides state that new entrants may use EDI to transmit certain local service requests to BellSouth and receive an acknowledgment of each

request.[72] In addition, the Interconnection Agreement between AT&T and BellSouth requires BellSouth to provide an "interim" EDI interface (consisting of a Phase I and Phase II)[73] until the implementation of a "permanent" EDI ordering interface. Interconnection Agreement, Att. 15, §§ 4.2, 4.6, 5.1.[74]

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[72] See Resale Ordering Guidelines, Tab 14. It appears that the intended capability and functionality of the "Ordering Guides" EDI interface are intended to be similar, if not totally identical, to that of the interim Phase I/Phase II EDI interface specified in the Interconnection Agreement. The major differences between the EDI interface referred to in the Ordering Guides and the interim EDI interface specified in the Interconnection Agreement lie in the sources of the development of the interface. Phase I of the interim EDI ordering interface under the Interconnection Agreement was jointly developed by BellSouth and AT&T and is being used by AT&T. Interconnection Agreement, Att. 15, § 4.2. By contrast, the "Ordering Guides" EDI interface (which includes Phase II EDI) was developed unilaterally by BellSouth and has only been implemented in the form of a personal computer-based software package ("PC EDI") commercially available from a third party based upon specifications developed by BellSouth without any carrier-to-carrier testing. See Stacy OSS Aff., ¶ 54. "PC EDI" is intended for use by small and medium-sized CLECs with relatively small volumes of orders, which makes it impractical for larger CLECs such as AT&T. Of the five CLECs listed by BellSouth as using EDI, four use PC-EDI. Id., ¶¶ 55, 114.

[73] The Interconnection Agreement expressly provides for an "interim" EDI to be offered by BellSouth to AT&T, consisting of a jointly developed Phase I EDI interface operating over a value added network provider communications linkage, and a Phase II EDI interface to be developed by BellSouth in consultation with AT&T. See Interconnection Agreement, Att. 15, § 4.2.

[74] The Agreement requires the parties to use their best efforts to implement the permanent EDI ordering interface no later than December 31, 1997, unless the parties mutually agree on a later date. Interconnection Agreement, Att. 15, §§ 4.6, 5.1. As will be described below, however, implementation is now scheduled for March 16, 1997. The permanent EDI interface will be based on industry standards and mutually agreed-to supplemental specifications. Thus, the current inconsistencies between the specifications and mapping of data elements for Phase II EDI and those for the Phase I EDI jointly developed by AT&T and BellSouth will be eliminated when the permanent EDI is implemented. In addition, the permanent EDI interface will contain

116. The only interim EDI interface currently in operation is Phase I EDI. Phase I EDI provides the capability to order only business and residential POTS (plain old telephone service) (including vertical features), PBX trunks, and DID trunks -- and even for these offerings, it does not provide parity of access. Phase II EDI is intended to provide the capability to order all services available for resale under BellSouth's General Subscriber Tariff and Private Line Tariff. However, BellSouth's Phase II is not operational. It has been implemented only as a stand-alone personal computer-based package, which is not suitable for large CLECs. Phase II has not been developed as a machine-to-machine interface because it has not met its required design objectives.[75] Even if BellSouth's specifications for Phase II EDI were finalized (and they are not), it would be impractical for CLECs to devote the time and expense required to perform the testing

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enhancements over the Phase I and Phase II interim interfaces, both for resale and for customer-specific UNEs (such as loops and ports). BellSouth has also agreed to adapt the permanent EDI process to comply with standards adopted by appropriate industry groups within seven months after adoption of such standards. Interconnection Agreement, Att. 15, §§ 5.1, 5.2.3, 5.2.4, 5.2.5.1, 5.2.7.

[75] Although BellSouth has asserted that its Phase II EDI interface was "ready" as of December 15, 1996, BellSouth has unilaterally issued five versions of EDI documentation since that time. Each of the new versions has significantly changed the Phase II interface, including the basic coding philosophy. BellSouth has indicated that a sixth version will be necessary to conform to the Standards Guidelines known as TCIF Issue 7 (EDI Version 7.0). As in the case of LENS, BellSouth's constant, unilateral changes to the Phase II interface specifications preclude CLECs from taking the necessary steps to use Phase II EDI. Although Mr. Stacy defends the constant updates to the EDI specifications as necessary to comply with evolving OBF standards (Stacy OSS Aff., ¶ 139), the two additional versions of EDI that BellSouth has issued since OBF's publication of the standards did not merely update the implementation guides to reflect the OBF standards, but added material on other matters not published by the OBF (i.e., matters unilaterally decided by BellSouth), such as jeopardy notices and directory listings.

and other steps necessary to use the interface, since such steps could not likely be completed before the permanent EDI interface is implemented in early 1998.[76]

117. In contrast to LENS, which is proprietary to BellSouth and subject to constant unilateral change by BellSouth, EDI is based on industry standards and can be electronically interconnected to a CLEC's OSS. Despite EDI's advantages over LENS, BellSouth's interim Phase I EDI ordering interface, as currently deployed, does not offer CLECs parity of access in a number of areas:

(1) manual processing;

(2) the range of services that can be ordered;

(3) real-time capability; and

(4) confirmations and completion notices.

Each of these will be examined in turn.

118. First, AT&T's experience using BellSouth's Phase I EDI interface has revealed that CLECs and BellSouth are required to perform manual processing that is not required or involved when BellSouth's service representatives perform the same ordering functions. These areas involve: (i) manual transmission of error, reject, jeopardy, and missed

[76] BellSouth's development of, and constant changes to, the Phase II EDI specifications make it questionable whether BellSouth will implement a permanent ordering and provisioning interface that is fully compliant with industry standards, as required by the Interconnection Agreement. Rather than develop the Phase II specifications jointly with AT&T, BellSouth developed them unilaterally, without consultation with AT&T.

appointment notices; (ii) the manual processing of service orders; and (iii) orders for complex services.

119. **(i): Manual Transmission of Error, Reject and Jeopardy Notices.** A CLEC needs timely notification of any problems with orders that it has submitted, in order to ensure that customers receive the service that they requested on the date that they desired. To date, however, AT&T has not received through BellSouth's Phase I EDI ordering interface such crucial items as error notices, notices of rejection, jeopardy notices, and missed appointment notices -- even though BellSouth itself receives such data electronically.

120. Despite the fact that the Interconnection Agreement required BellSouth to provide AT&T with the electronic capability to receive these notices by March 31, 1997,[77] BellSouth still sends these notices to AT&T manually, only via facsimile or telephone. AT&T must then manually input these faxed or telephoned notices and reports into its own OSSs before it can respond to them. This duplicative manual process thus requires (1) BellSouth to transcribe manually the information and (2) AT&T to input the information manually into its systems -- a process that both unnecessarily delays the provision of service to AT&T's customers and raises the possibility of further errors.

121. Mr. Stacy asserts that "[i]n addition to FOCs and CNs, BellSouth also returns missed appointments/jeopardies electronically via EDI and LENS." Stacy OSS Aff., ¶ 75.

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[77] See Interconnection Agreement, § 28.6.4.

This assertion is incomplete and misleading. In Mr. Stacy's South Carolina reply affidavit filed on November 14, 1997, the only electronic "missed appointments/jeopardies" that he identified were what he labeled "customer-caused missed appointments," which he characterized as "a form of jeopardy notification." See Stacy S.C. Reply Aff., ¶ 47. Mr. Stacy offered no explanation as to how BellSouth determines whether a missed appointment is "customer-caused," and his claim that a missed appointment is a form of jeopardy notification completely ignores the pro-active purpose of the jeopardy notice, which alerts service representatives to contact customers in advance of a missed due date. Further, even accepting Mr. Stacy's limited focus on "customer-caused missed appointments," AT&T has never received electronic notification from BellSouth of a jeopardy or a missed appointment -- whether "customer-caused" or caused by BellSouth.

122. Mr. Stacy also claims in his South Carolina reply affidavit that "EDI orders rejected by the EDI translator are rejected electronically . . . ." Stacy S.C. Reply Aff., ¶ 47. What Mr. Stacy terms order "reject[ions]," however, are merely the EDI Form 997 notification of a syntax problem. They are not electronic order rejections following the performance of substantive edits by BellSouth's systems. As to these rejections, Mr. Stacy concedes that BellSouth performs them manually. See Stacy OSS Aff., ¶ 75 (acknowledging the manual nature of BellSouth's rejection process, but promising that the electronic capability to send and receive rejection notices will be operational in an "initial version" in November 1997, with the "full version" scheduled for

the first quarter of 1998).[78]

123. Mr. Stacy's claim that BellSouth will implement electronic reject notices by November 1997 in an "initial version" and the first quarter of 1998 in a "full version" is yet another in a series of promises from BellSouth.[79] At a meeting with CLECs on October 30, 1997, BellSouth indicated that it currently intends to implement electronic reject notification by March 1998, when BellSouth plans to implement TCIF Issue 7. During the October 30 meeting, BellSouth also provided some material to AT&T regarding electronic rejections, but it was incomplete and contained errors. The procedures described in these materials will not, in any event, be operational until March 1998, and even then, they will not contain all of the edits that BellSouth provides to itself.[80] Specifically, the "interim process" will cover only 162 of the

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[78] Mr. Stacy's table comparing the capabilities of LENS and the EDI interface in terms of access to provisioning data is, of course, irrelevant to the issue of whether the EDI interface provides parity of access. Stacy OSS Aff., ¶ 75 (pp. 35-36). To determine whether parity of access exists, one must compare the capabilities of the EDI interface with BellSouth's systems, and ascertain whether the CLEC using the EDI interface has the same experience as the BellSouth representative operating RNS or SONGS.

[79] See Stacy OSS Aff., ¶ 75. After BellSouth failed to provide this capability by March 31, BellSouth promised to provide electronic rejection notices by April 21, July 31, September 8, and then November (at the earliest), despite protests by AT&T. See letter from Pamela Nelson (AT&T) to Jan Burriss (BellSouth), dated August 21, 1997 (Attachment 23 hereto).

[80] Mr. Stacy's assertion that "AT&T indicated that they are not ready to handle electronic rejects in November" 1997 is unsupported and, to my knowledge, completely false. Stacy OSS Aff., ¶ 75. Neither I nor any member of my team recall making any such statement to BellSouth. To the contrary, AT&T has repeatedly sought to compel BellSouth to implement electronic reject notification. See letter from A.J. Calabrese (AT&T) to Mark Feidler (BellSouth), dated October 20, 1997 (Attachment 62 hereto); Attachment 23 hereto.

possible 239 fatal errors (errors that result in rejection of an order); the remaining 77 fatal errors, and all non-fatal errors (errors that do not result in rejection of an order but result in manual processing of the order) will still be faxed to CLECs.[81]

124. The delays caused by manual transmission are particularly acute in the case of rejection notices. BellSouth's rejection notices usually do not set forth codes that would readily communicate the cause for rejection of an order.[82] Instead, the CLECs receive notices that contain the handwritten, narrative interpretation of the BellSouth representative of the reason for the rejection. Often these interpretations are incomplete, confusing or inconsistent, requiring AT&T to contact BellSouth for clarification -- which means further delay before the order can be resubmitted and completed. The manual process also makes it difficult for AT&T to monitor the rejection rate for its orders and the reasons for the rejections.[83]

125. The notices provided to AT&T via BellSouth's EDI interface are clearly inferior to the notices that are provided, electronically and in real time, to the BellSouth representatives. BellSouth has acknowledged to AT&T that the quality of the rejection notices

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[81] See "BellSouth CLEC Forum -- October 30th & 31st, 1997," pp. 4, 15, 19-20 (Attachment 63 hereto).

[82] Copies of some of the BellSouth rejection notices faxed to AT&T are attached to my testimony as Attachment 24.

[83] Recently, for some orders, AT&T has received a rejection notice after it received a FOC. To date, BellSouth -- by its own admission -- "does not have an adequate explanation" for this problem. See letter from Natasha Ervin (BellSouth) to Beverly Simmons (AT&T), dated October 29, 1997 (Attachment 64 hereto).

sent to AT&T are inferior to those provided to BellSouth sales representatives.

126. **(ii): Manual Processing of Service Orders.** BellSouth contends that its Local Exchange Service Order Generator ("LESOG") is operational and allows BellSouth to process CLEC EDI orders without manual intervention. However, AT&T's experience to date with the EDI ordering interface suggests that, notwithstanding BellSouth's purported machine-to-machine capabilities, BellSouth still manually processes many CLEC orders received via the EDI interface. Until April 1 BellSouth inputted AT&T's orders manually into its legacy systems -- rather than use LESOG -- during joint testing of the Phase I EDI interface with AT&T. After April, and for more than five months, BellSouth failed to honor AT&T's request for information concerning the number and percentages of AT&T's Phase I EDI orders that were electronically directed to the LESOG system, as opposed to orders that were diverted to manual processing by BellSouth's Local Carrier Service Center.[84] When AT&T raised this matter before the Louisiana PSC, BellSouth responded that "AT&T does not need to know" such information.[85]

127. The flow-through data attached as an exhibit to Mr. Stacy's testimony shows conclusively that a significant percentage of CLEC orders are processed manually by

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[84] See letter from Beverly Simmons (AT&T) to Martha Romano (BellSouth), dated May 8, 1997; letter from Beverly Simmons (AT&T) to Margaret Garvin (BellSouth), dated September 18, 1997 (Attachment 25 hereto).

[85] See Attachment 9, BellSouth's August 11, 1997, responses in La. PSC Docket No. U-22252, p. 89 (response to Item No. AT&T p. 13, q. 8) ("AT&T does not need to know internal systems output measurements; what is needed by AT&T is the outcome of the ordering process such as due dates and Firm Order Completions").

BellSouth. See Stacy Aff., ¶ 113 & Exh. WNS-41. Although the company-by-company volume data set forth in Mr. Stacy's flow-through chart identifies companies by letter rather than by name, AT&T's records suggest that it was company "F" in July and August, and company "M" in September. The flow-through rates for company "F" were only 25 percent in July and 42 percent in August, and the flow-through rate for company "M" in September was only 59 percent. Id., Exh. WNS-41.

128. AT&T has received additional confirmation that a substantial portion of its orders sent via the EDI interface are being manually processed by BellSouth. In September, AT&T began receiving complaints from customers who had migrated from BellSouth that they had experienced service interruptions lasting up to 24 hours on the day when the migration occurred. After initially denying that such interruptions were possible, BellSouth explained to AT&T that the interruptions are due to errors in the coding of its Local Exchange Service Order Generator ("LESOG") programs that cause the installation orders for migrations to fall out for manual processing.

129. Specifically, when BellSouth receives a migration order from AT&T via the EDI interface, LESOG generates two service orders -- a disconnect order and a new connect (i.e., installation) order. Although both orders are supposed to be processed mechanically (thus ensuring a seamless changeover), that has not been the case; the new connect order has fallen out to BellSouth's Local Carrier Service Center for manual processing, due to entry of an incorrect field identifier on the order by the LESOG programs, while the disconnect order has been